

RECORDATION NO. 19595-^A FILED 1425

SEP 12 1995 -11 45 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT No. 1

Dated September 12, 1995

between

WILMINGTON TRUST COMPANY, as Owner Trustee

and

A.E. STALEY MANUFACTURING COMPANY, as Lessee

CERTAIN RIGHTS, TITLE AND INTEREST COVERED HEREBY HAVE BEEN ASSIGNED TO IBJ SCHRODER BANK & TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER A TRUST INDENTURE AND SECURITY AGREEMENT DATED AS OF AUGUST 30, 1995. NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY IBJ SCHRODER BANK & TRUST COMPANY ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. THIS IS NOT THE ORIGINAL COUNTERPART.

THIS LEASE AND INDENTURE SUPPLEMENT No. 1
HAS BEEN FILED WITH THE
INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. §11303 AND
DEPOSITED IN THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO
SECTION 90 OF THE RAILWAY ACT OF CANADA

LEASE AND INDENTURE SUPPLEMENT No. 1

LEASE AND INDENTURE SUPPLEMENT No. 1 dated September 12, 1995 (this "Lease and Indenture Supplement") between Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided in the Operative Documents, but solely as Owner Trustee (in such capacity, the "Owner Trustee"), under that certain Amended and Restated Trust Agreement dated as of August 30, 1995 with Citicorp USA, Inc., a Delaware corporation, and A.E. Staley Manufacturing Company, a Delaware corporation (the "Lessee").

W I T N E S S E T H

WHEREAS, the Trust Indenture and Security Agreement dated as of August 30, 1995 (the "Trust Indenture"), between the Owner Trustee and IBJ Schroder Bank & Trust Company, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Railcars (such term and other defined terms in the Trust Indenture being herein used with the same meanings) included in the Trust Indenture Estate, and shall specifically subject such Railcars to the Lien of the Trust Indenture;

WHEREAS, the Lease Agreement dated as of August 30, 1995 (the "Lease"), between the Owner Trustee and the Lessee provides for the execution and delivery of a supplement thereto substantially in the form hereof for the purpose of leasing the Railcars under the Lease as and when delivered by the Owner Trustee to the Lessee in accordance with the terms of the Lease; and

WHEREAS, each of the Trust Indenture and the Lease relates to the Railcars described below and this Lease and Indenture Supplement, together with the Trust Indenture and the Lease, is being filed for recordation on the date hereof with the ICC pursuant to the Act and with the Office of Registrar of Canada pursuant to the Canadian Act;

ACCORDINGLY, This Lease and Indenture Supplement witnesseth as follows:

1. Delivery of Railcars under the Lease: Lessor's Cost. The Owner Trustee hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Owner Trustee, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto. The Lessee hereby confirms to the Owner Trustee and to the Indenture Trustee that the Lessee has accepted such Railcars for all purposes of the Lease as meeting and being in compliance in all material respects with the specifications attached as Schedule 4 to the Lease for such

Railcars, and in good working order and in conformance with all provisions of the Lease. The Aggregate Lessor's Cost of such Railcars is \$31,457,250.

2. Railcars Subject to the Trust Indenture. In order to secure the prompt payment of the principal of and Make-Whole Amount (if any) and interest on, and all other amounts due with respect to, all Loan Certificates from time to time outstanding under the Trust Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Loan Participant and the Loan Certificate Holders in the Trust Indenture and in the Participation Agreement and the Loan Certificates contained therein, and the prompt payment of any and all amounts from time to time owing under the Trust Indenture or the Participation Agreement or the other Operative Documents by the Owner Trustee, the Owner Participant or the Lessee to the Loan Participant and the Loan Certificate Holders, and for the uses and purposes and subject to the terms and provisions of the Trust Indenture, and in consideration of the premises and of the covenants contained in the Trust Indenture, and of the acceptance of the Loan Certificates by the Loan Certificate Holders, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee and its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, a first priority security interest in and first mortgage lien upon, all right, title and interest of the Owner Trustee in, to and under the Railcars described on Schedule 1 hereto, together with all parts, equipment and accessories thereto belonging, by whomsoever manufactured, owned by the Owner Trustee and installed in or appurtenant to said Railcars.

Together with all substitutions, replacements and renewals of the property above described, and all property which shall hereafter become physically attached to or incorporated in the property above described, whether the same are now owned by the Owner Trustee or shall hereafter be acquired by it.

As further security for the obligations referred to above and secured by the Trust Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participant and the Loan Certificate Holders, in the trust created by the Trust Indenture, all of the right, title and interest of the Owner Trustee in, to and under this Lease and Indenture Supplement

(other than Excluded Payments, if any) covering the property described above.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Loan Participant and the Loan Certificate Holders for the uses and purposes and subject to the terms and provisions set forth in the Trust Indenture.

3. Ratification. This Lease and Indenture Supplement shall be construed as supplemental to the Trust Indenture and to the Lease and shall form a part thereof, and each of the Trust Indenture and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

4. Delivery. This Lease and Indenture Supplement is being delivered in the State of New York.

5. Acknowledgment of Owner Trustee. The Owner Trustee hereby acknowledges that the Railcars referred to in this Lease and Indenture Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee and are (i) covered by all the terms and conditions of the Trust Agreement, (ii) subject to the Lien of the Trust Indenture and (iii) subject to the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease and Indenture Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity,
except as otherwise expressly
provided in the Operative
Documents, but solely as Owner
Trustee

By: 

Title: Patricia A. Evans
Financial Services Officer

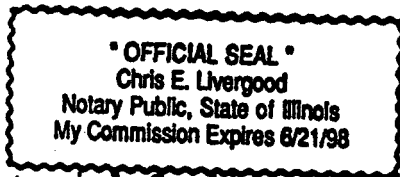
A.E. STALEY MANUFACTURING COMPANY

By: 

Title: Assistant Treasurer

STATE OF ILLINOIS)
) SS.
 COUNTY OF MACON)

On this 8th day of September, 1995, before me personally appeared Dennis SeHernick, to me personally known who, being by me duly sworn, says that he is Asst. Treasurer of A.E. STALEY MANUFACTURING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

Chris E. Livergood
 NOTARY PUBLIC

My Commission Expires: 6/21/98

STATE OF New York)
COUNTY OF New York) SS.

On this 11th day of September, 1995, before me personally appeared PATRICIA A. EVANS, to me personally known who, being by me duly sworn, says that she is Financial Services Officer of WILMINGTON TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Julie Eisenstein
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires:

JULIE EISENSTEIN
Notary Public, State of New York
No. 01EI5025727
Qualified in New York County
Commission Expires April 4, 1996

Schedule 1 to
Lease and Indenture Supplement

| <u>Type</u> | <u>Road Number</u> | <u>Road Number</u> |
|-------------|--------------------|--------------------|
| Hopper | STLX 5000 | STLX 5047 |
| | STLX 5001 | STLX 5048 |
| | STLX 5002 | STLX 5049 |
| | STLX 5003 | STLX 5050 |
| | STLX 5004 | STLX 5051 |
| | STLX 5005 | STLX 5052 |
| | STLX 5006 | STLX 5053 |
| | STLX 5007 | STLX 5054 |
| | STLX 5008 | STLX 5055 |
| | STLX 5009 | STLX 5056 |
| | STLX 5010 | STLX 5057 |
| | STLX 5011 | STLX 5058 |
| | STLX 5012 | STLX 5059 |
| | STLX 5013 | STLX 5060 |
| | STLX 5014 | STLX 5061 |
| | STLX 5015 | STLX 5062 |
| | STLX 5016 | STLX 5063 |
| | STLX 5017 | STLX 5064 |
| | STLX 5018 | STLX 5065 |
| | STLX 5019 | STLX 5066 |
| | STLX 5020 | STLX 5067 |
| | STLX 5021 | STLX 5068 |
| | STLX 5022 | STLX 5069 |
| | STLX 5023 | STLX 5070 |
| | STLX 5024 | STLX 5071 |
| | STLX 5025 | STLX 5072 |
| | STLX 5026 | STLX 5073 |
| | STLX 5027 | STLX 5074 |
| | STLX 5028 | STLX 5075 |
| | STLX 5029 | STLX 5076 |
| | STLX 5030 | STLX 5077 |
| | STLX 5031 | STLX 5078 |
| | STLX 5032 | STLX 5079 |
| | STLX 5033 | STLX 5080 |
| | STLX 5034 | STLX 5081 |
| | STLX 5035 | STLX 5082 |
| | STLX 5036 | STLX 5083 |
| | STLX 5037 | STLX 5084 |
| | STLX 5038 | STLX 5085 |
| | STLX 5039 | STLX 5086 |
| | STLX 5040 | STLX 5087 |
| | STLX 5041 | STLX 5088 |
| | STLX 5042 | STLX 5089 |
| | STLX 5043 | STLX 5090 |
| | STLX 5044 | STLX 5091 |
| | STLX 5045 | STLX 5092 |
| | STLX 5046 | STLX 5093 |

| <u>Type</u> | <u>Road Number</u> | <u>Road Number</u> |
|-------------|--------------------|--------------------|
| Hopper | STLX 5094 | STLX 5146 |
| | STLX 5095 | STLX 5147 |
| | STLX 5096 | STLX 5148 |
| | STLX 5097 | STLX 5149 |
| | STLX 5098 | STLX 5150 |
| | STLX 5099 | STLX 5151 |
| | STLX 5100 | STLX 5152 |
| | STLX 5101 | STLX 5153 |
| | STLX 5102 | STLX 5154 |
| | STLX 5103 | STLX 5155 |
| | STLX 5104 | STLX 5156 |
| | STLX 5105 | STLX 5157 |
| | STLX 5106 | STLX 5158 |
| | STLX 5107 | STLX 5159 |
| | STLX 5108 | STLX 5160 |
| | STLX 5109 | STLX 5161 |
| | STLX 5110 | STLX 5162 |
| | STLX 5111 | STLX 5163 |
| | STLX 5112 | STLX 5164 |
| | STLX 5113 | STLX 5165 |
| | STLX 5114 | STLX 5166 |
| | STLX 5115 | STLX 5167 |
| | STLX 5116 | STLX 5168 |
| | STLX 5117 | STLX 5169 |
| | STLX 5118 | STLX 5170 |
| | STLX 5119 | STLX 5171 |
| | STLX 5120 | STLX 5172 |
| | STLX 5121 | STLX 5173 |
| | STLX 5122 | STLX 5174 |
| | STLX 5123 | STLX 5175 |
| | STLX 5124 | STLX 5176 |
| | STLX 5125 | STLX 5177 |
| | STLX 5126 | STLX 5178 |
| | STLX 5127 | STLX 5179 |
| | STLX 5128 | STLX 5180 |
| | STLX 5129 | STLX 5181 |
| | STLX 5130 | STLX 5182 |
| | STLX 5131 | STLX 5183 |
| | STLX 5132 | STLX 5184 |
| | STLX 5133 | STLX 5185 |
| | STLX 5134 | STLX 5186 |
| | STLX 5135 | STLX 5187 |
| | STLX 5136 | STLX 5188 |
| | STLX 5137 | STLX 5189 |
| | STLX 5138 | STLX 5190 |
| | STLX 5139 | STLX 5191 |
| | STLX 5140 | STLX 5192 |
| | STLX 5141 | STLX 5193 |
| | STLX 5142 | STLX 5194 |
| | STLX 5143 | STLX 5195 |
| | STLX 5144 | STLX 5196 |
| | STLX 5145 | STLX 5197 |

| <u>Type</u> | <u>Road Number</u> | <u>Road Number</u> |
|-------------|--------------------|--------------------|
| Hopper | STLX 5198 | STLX 5250 |
| | STLX 5199 | STLX 5251 |
| | STLX 5200 | STLX 5252 |
| | STLX 5201 | STLX 5253 |
| | STLX 5202 | STLX 5254 |
| | STLX 5203 | STLX 5255 |
| | STLX 5204 | STLX 5256 |
| | STLX 5205 | STLX 5257 |
| | STLX 5206 | STLX 5258 |
| | STLX 5207 | STLX 5259 |
| | STLX 5208 | STLX 5260 |
| | STLX 5209 | STLX 5261 |
| | STLX 5210 | STLX 5262 |
| | STLX 5211 | STLX 5263 |
| | STLX 5212 | STLX 5264 |
| | STLX 5213 | STLX 5265 |
| | STLX 5214 | STLX 5266 |
| | STLX 5215 | STLX 5267 |
| | STLX 5216 | STLX 5268 |
| | STLX 5217 | STLX 5269 |
| | STLX 5218 | STLX 5270 |
| | STLX 5219 | STLX 5271 |
| | STLX 5220 | STLX 5272 |
| | STLX 5221 | STLX 5273 |
| | STLX 5222 | STLX 5274 |
| | STLX 5223 | STLX 5275 |
| | STLX 5224 | STLX 5276 |
| | STLX 5225 | STLX 5277 |
| | STLX 5226 | STLX 5278 |
| | STLX 5227 | STLX 5279 |
| | STLX 5228 | STLX 5280 |
| | STLX 5229 | STLX 5281 |
| | STLX 5230 | STLX 5282 |
| | STLX 5231 | STLX 5283 |
| | STLX 5232 | STLX 5284 |
| | STLX 5233 | STLX 5285 |
| | STLX 5234 | STLX 5286 |
| | STLX 5235 | STLX 5287 |
| | STLX 5236 | STLX 5288 |
| | STLX 5237 | STLX 5289 |
| | STLX 5238 | STLX 5290 |
| | STLX 5239 | STLX 5291 |
| | STLX 5240 | STLX 5292 |
| | STLX 5241 | STLX 5293 |
| | STLX 5242 | STLX 5294 |
| | STLX 5243 | STLX 5295 |
| | STLX 5244 | STLX 5296 |
| | STLX 5245 | STLX 5297 |
| | STLX 5246 | |
| | STLX 5247 | |
| | STLX 5248 | |
| | STLX 5249 | |

Type Road Number

Road Number

Power Flo SSPX 1025
SSPX 1026
SSPX 1027
SSPX 1028
SSPX 1029
SSPX 1030
SSPX 1031
SSPX 1032
SSPX 1033
SSPX 1034
SSPX 1035
SSPX 1036
SSPX 1037
SSPX 1038
SSPX 1039
SSPX 1040
SSPX 1041
SSPX 1042
SSPX 1043
SSPX 1044
SSPX 1045
SSPX 1046
SSPX 1047
SSPX 1048
SSPX 1049
SSPX 1050
SSPX 1051
SSPX 1052
SSPX 1053
SSPX 1054
SSPX 1055
SSPX 1056
SSPX 1057
SSPX 1058
SSPX 1059
SSPX 1060
SSPX 1061
SSPX 1062
SSPX 1063
SSPX 1064
SSPX 1065
SSPX 1066
SSPX 1067
SSPX 1068
SSPX 1069
SSPX 1070
SSPX 1071
SSPX 1072
SSPX 1073
SSPX 1074
SSPX 1075
SSPX 1076

SSPX 1077
SSPX 1078
SSPX 1079
SSPX 1080
SSPX 1081

| <u>Type</u> | <u>Road Number</u> | <u>Road Number</u> |
|-------------|--------------------|--------------------|
| Tank | STSX 3000 | STSX 3052 |
| | STSX 3001 | STSX 3053 |
| | STSX 3002 | STSX 3054 |
| | STSX 3003 | STSX 3055 |
| | STSX 3004 | STSX 3056 |
| | STSX 3005 | STSX 3057 |
| | STSX 3006 | STSX 3058 |
| | STSX 3007 | STSX 3059 |
| | STSX 3008 | STSX 3060 |
| | STSX 3009 | STSX 3061 |
| | STSX 3010 | STSX 3062 |
| | STSX 3011 | STSX 3063 |
| | STSX 3012 | STSX 3064 |
| | STSX 3013 | STSX 3065 |
| | STSX 3014 | STSX 3066 |
| | STSX 3015 | STSX 3067 |
| | STSX 3016 | STSX 3068 |
| | STSX 3017 | STSX 3069 |
| | STSX 3018 | STSX 3070 |
| | STSX 3019 | STSX 3071 |
| | STSX 3020 | STSX 3072 |
| | STSX 3021 | STSX 3073 |
| | STSX 3022 | STSX 3074 |
| | STSX 3023 | STSX 3075 |
| | STSX 3024 | STSX 3076 |
| | STSX 3025 | STSX 3077 |
| | STSX 3026 | STSX 3078 |
| | STSX 3027 | STSX 3079 |
| | STSX 3028 | STSX 3080 |
| | STSX 3029 | STSX 3081 |
| | STSX 3030 | STSX 3082 |
| | STSX 3031 | STSX 3083 |
| | STSX 3032 | STSX 3084 |
| | STSX 3033 | STSX 3085 |
| | STSX 3034 | STSX 3086 |
| | STSX 3035 | STSX 3087 |
| | STSX 3036 | STSX 3088 |
| | STSX 3037 | STSX 3089 |
| | STSX 3038 | STSX 3090 |
| | STSX 3039 | STSX 3091 |
| | STSX 3040 | STSX 3092 |
| | STSX 3041 | STSX 3093 |
| | STSX 3042 | STSX 3094 |
| | STSX 3043 | STSX 3095 |
| | STSX 3044 | STSX 3096 |
| | STSX 3045 | STSX 3097 |
| | STSX 3046 | STSX 3098 |
| | STSX 3047 | STSX 3099 |
| | STSX 3048 | STSX 3100 |
| | STSX 3049 | STSX 3101 |
| | STSX 3050 | STSX 3102 |
| | STSX 3051 | STSX 3103 |

| <u>Type</u> | <u>Road Number</u> |
|-------------|--------------------|
|-------------|--------------------|

| | |
|------|------------|
| Tank | ST SX 3104 |
| | ST SX 3105 |
| | ST SX 3106 |
| | ST SX 3107 |
| | ST SX 3108 |
| | ST SX 3109 |
| | ST SX 3110 |
| | ST SX 3111 |
| | ST SX 3112 |
| | ST SX 3113 |
| | ST SX 3114 |
| | ST SX 3115 |
| | ST SX 3116 |
| | ST SX 3117 |
| | ST SX 3118 |
| | ST SX 3119 |
| | ST SX 3120 |
| | ST SX 3121 |
| | ST SX 3122 |
| | ST SX 3123 |
| | ST SX 3124 |
| | ST SX 3125 |
| | ST SX 3126 |
| | ST SX 3127 |
| | ST SX 3128 |
| | ST SX 3129 |
| | ST SX 3130 |
| | ST SX 3131 |
| | ST SX 3132 |
| | ST SX 3133 |
| | ST SX 3134 |
| | ST SX 3135 |
| | ST SX 3136 |
| | ST SX 3137 |
| | ST SX 3138 |
| | ST SX 3139 |
| | ST SX 3140 |
| | ST SX 3141 |
| | ST SX 3142 |
| | ST SX 3143 |
| | ST SX 3144 |
| | ST SX 3145 |
| | ST SX 3146 |
| | ST SX 3147 |
| | ST SX 3148 |
| | ST SX 3149 |